



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dept. SPD	A	Contract Number	
County Department Special Districts Department			Dept. SPD	Orgn. 105	Contractor's License No.		
County Department Contract Representative Greg Bacon, Project Manager			Telephone (909) 387-6076		Total Contract Amount NOT TO EXCEED \$450,000		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: Unknown specific Impacts to District s							
Commodity Code 92500		Contract Start Date Feb 2003		Contract End Date June 2005		Original Amount	
Amendment Amount							
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	
<u>On-Call Geotechnical</u>				<u>02/03</u>	<u>\$150,000</u>	<u> </u>	<u> </u>
<u>Geology and Construction</u>				<u>03/04</u>	<u>\$150,000</u>	<u> </u>	<u> </u>
<u>Inspection Services</u>				<u>04/05</u>	<u>\$150,000</u>	<u> </u>	<u> </u>

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Special Districts Department hereinafter called the District, and

Name ENA ENGINEERING SERVICES INC.		hereinafter called: CONSULTANT
Address 16209 KAMANA ROAD STE. 100		
APPLE VALLEY, CA. 92307		
Telephone (760) 242-1159	Federal ID No. or Social Security No. 33-0918644	Fax (760) 242-3083

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

ARTICLE 1. SERVICES

1.1 Scope of Work

The District does hereby engage Consultant to perform for the District under the terms and conditions in this contract all required services relative to on-call professional geotechnical, geologic and construction inspection services, as further described in Article 3 of this document and indicated in Consultant's proposal dated November 26, 2002. This proposal shall be incorporated in its entirety into this contract by reference thereto with all attachments and fee schedules necessary to accomplish required services.

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1.2 Budget

The Budget as determined by the District shall not exceed \$150,000 per year or a total aggregate amount of \$450,000 through the life of the contract subject to any amendments and is funded from individual Districts Capital Improvement and Operating accounts.

1.3 Schedule of Services

- a. Consultant shall diligently complete all work and services after receipt of written authorization by District in the form of a Work Order outlining the specific scope of services required, time frame of completion and location where services are needed. This time frame shall include all days necessary for reviews, data gathering, sampling, testing (both in the field and laboratory), inspections, and report preparation.
- b. The time during which Consultant is delayed in the Work by acts of the District or its employees, or those under contract to District, or by act of God, which Consultant could not have foreseen and provided for, and which is not due to any fault or negligence on the part of Consultant, shall be added to the time of completion of the work and Consultant shall not be liable for any damages as a result of such delay.
- c. It is mutually agreed upon and understood that Consultant may be required to work with District contracted Engineers and Architects, for the purpose of providing expanded and enhanced services with regards to project development, data analysis and gathering, report preparation, and continuous as well as periodic construction inspection and monitoring phases of construction progress as overseen by the District. Consultant will be required to remain the Geotechnical or Geology professional responsible for that portion of the work, until the project is successfully completed and all such costs, charges, and invoicing for that portion of work will come from him.

1.4 Consultant's Fee

- a. The District agrees to pay the Consultant, based on the fee schedule submitted with their proposal, made a part of this Agreement as Attachment "A", and the actual work performed as approved by the District through a District issued work order. Total contract amount shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) per fiscal year or an aggregate total of NOT-TO-EXCEED Four Hundred Fifty Thousand (\$450,000) for the three-year term of this contract. Consultant shall be paid based on Article 4 - Compensation Section of this Agreement and attached fee schedule.
- b. If the District terminates this Contract at any time prior to the completion of any phase, the Adjusted Consultant's fee will be determined based on the actual work completed in that phase. If Consultant is working on multiple phases simultaneously, payment shall be made based on percentage of work completed on each individual phase.
- c. If the scope of an issued work order is revised (either increased or decreased), the fee shall be revised by negotiation between the District and Consultant before the revised work is performed. No additional work will be paid for by the District without prior written authorization and the fee mutually agreed upon in advance.

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ARTICLE 2. DEFINITIONS

- 2.1 Appropriate Authorities - Any private, local, municipal, county, state, regional, or federal authority, public utility or other agency.
- 2.2 Special Districts Department (or Department) - The Department of the County of San Bernardino authorized by the Governing Board of the District to administer this Agreement.
- 2.3 Board (or Governing Board) - Board of Supervisors of the County of San Bernardino.
- 2.4 Budget - Funding in place and available, for the completion of the work requested, as established in this agreement and as assigned by the District as referenced by an approved work order.
- 2.5 Categories of Work - Those applicable and specific categories of work required for accomplishing any requested geotechnical, geology and/or construction inspection service for any District as submitted in the Consultants Proposals and identified on authorized work order(s) issued by District.
- 2.6 Consultant – Entity (individual or firm) hired by District, based on competence and related experience, to perform the work described herein.
- 2.7 Contract Documents - Standard Contract and all attachments made a part of this contract, including addenda, Request for Proposals, Consultant's Proposal and fee schedules whether physically attached or made reference hereto.
- 2.8 District – Special District Department, County Service Areas, their Improvement Zones and its representatives, as established by the Board and as herein stated.
- 2.9 Director - The Director of the Special Districts Department of the County of San Bernardino.
- 2.10 Engineer – That professional (individual or firm) who is contracted or on staff with the District and has the overall technical and professional responsibility for a project.
- 2.11 On-Call – Term used to designate that Consultant is at the reasonable beckon call time limit (usually within 24 hours) for service response as requested by District. Time is of the essence on some projects that require immediate response to keep projects moving forward and not incur delays.
- 2.12 Project Consultant - Any person, designated by Consultant and approved by District, responsible for Consultant's work.
- 2.13 Project Manager - The District or department employee responsible for the administration of the contract, issuing a work order and overseeing the work performed by Consultant.
- 2.12 Work Order – A document issued by the District that authorizes the Consultant to perform specific work and render services identified in this document on a specific project with a not-to-exceed maximum fee amount as mutually negotiated with Consultant and per established fee schedules. Work order shall include at a minimum: signatures of authorizing District representatives, assigned work order number (for billing purposes), estimated not to exceed total amount for that project, description of services requested and the location(s) of where the service(s) are required.

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ARTICLE 3. BASIC SERVICES OF CONSULTANT

The services to be rendered by the Consultant shall consist of all such services as customarily performed by geotechnical, geologists and construction inspectors to include all personnel materials, tools, instruments and equipment necessary for satisfactory performance of their work including, but not limited to, the following:

3.1. GEOTECHNICAL

- a. Monitoring, sampling, testing, reporting, and contract compliance enforcement for construction concrete used in District projects with adherence to American Concrete Institute (ACI) or UBC standards for sampling, testing and batching of concrete field and laboratory services for any and/or all District construction projects are required.
- b. Material quality control of paving and road construction materials such as sub-base, base, sand, aggregate, paving mixes, seal coats, chip seal, and/or other materials specified in District projects where an industry standard is required as to material quality, mix, ratio, and application procedures for road, parking lot and/or building construction are required.
- c. Compaction testing of native or import soils (prepared or natural) for roads, building pads, District or contracted grading operations, utility trench work, etc., to include but not limited to R-values, aggregate analysis, sieve analysis, gradation classification, moisture content, and shear analysis. Soil testing may be accomplished using ASTM D 1556 or 1557 (sand cone) method or Nuclear Density Gauge as authorized.
- d. Grading observation with respect to on site or imported soil, sub-grade and/or base construction activities for any District needed construction.
- e. Preparation, delivery and completion of all reports required, including but not limited to, soil foundation reports, compaction reports, soil preparation for construction reports, soil import recommendations, structural soil construction recommendations, etc.
- f. Perform or cause to be performed any laboratory testing and reporting services for all necessary laboratory work that cannot be performed in the field including but not limited to concrete compression cylinder testing, Soil R-Value or Shear Tests, Asphalt stability or oil content tests, sieve analysis, gradations, maximum dry density, optimum moisture, etc.
- g. Cooperate with other Consultants.
- h. Attend meetings as scheduled by the District or the Department with regards to individual project's scope of work.
- i. Contract for sub-consultants, at Consultant's expense, to the extent necessary for the satisfactory completion of the Project.
- j. Consultant shall submit completed draft and/or final documents in a timely manner for District review and consideration, District shall review and return each draft within 15 days. Consultant shall complete necessary changes (if any) and submit final plans and reports not later than 15 days following receipt of draft changes.

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3.2 GEOLOGY SERVICES

- a. Perform and conduct necessary field investigations, analysis and tests for data collection in the preparation of necessary reports and/or recommendations for District construction projects.
- b. Conduct percolation testing for determining suitability of soils to permit on-site wastewater disposal systems.
- c. Based on field tests, provide recommendations regarding septic tank size, leach lateral number and spacing, area requirements for leach systems, and other relevant technical data needed to permit a domestic, commercial, or other waste disposal system on site.
- d. Evaluate soil types for suitability for seepage pits/tanks, general building foundations, other structures such as water reservoirs, wells, etc. Identify and/or determine standing groundwater levels, size seepage pits, footings as to area, depth, load and other factors.
- e. Determine, identify and recommend structure soil foundation requirements.
- f. Conduct ground penetrating radar surveys with reports for depth analysis of existing utilities or other items. Provide interpretive report as to results of survey.
- g. Ground seismic and fault analysis with complete reporting for new construction geologic condition reports.
- h. Perform hydro-geologic services as required for ground water wells or other District needs.
- i. Prepare reports, interpretive analysis of data, and other tasks dealing with geological matters as required.
- k. Cooperate with other Consultants.
- l. Attend meetings as scheduled by the District or the Department with regards to individual project's scope of work.
- m. Contract for sub-consultants, at Consultant's expense, to the extent necessary for the satisfactory completion of the Project.
- j. Consultant shall submit completed draft and/or final documents in a timely manner for District review and consideration, District shall review and return each draft within 15 days. Consultant shall complete necessary changes (if any) and submit final documents within 15 days after receipt.

3.3 CONSTRUCTION INSPECTION SERVICES

- a. Perform continuous construction and/or periodic construction quality control inspection services for District projects such as but not limited to:
 - 1. Street, highway, sidewalk, curb/gutter, bridges, walkways and related transportation construction.

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2. Transmission and distribution waterlines, waterline appurtenances, pump stations, reservoir, water well construction and associated inspections with new water facility construction. (AWWA Certified)
 3. Sewer lines, manholes, force mains, lift stations, wastewater treatment and sludge disposal facilities.
 4. Infrastructure construction in housing tracts, commercial and industrial development zones overseen by District administered areas.
 5. Renovation and or remodel of existing facilities and buildings, (residential, commercial, and/or industrial facilities) in District administered areas.
 6. New construction, rehabilitation or maintenance contract inspection for District administered park and recreation facilities.
 7. Drainage facilities to include erosion control, storm water piping, culverts and catch basins.
 8. Construction inspection services as a County approved Special Inspector for essential services facilities such as fire stations, emergency operations center, communications and dispatch center, etc. (ICBO Certified)
 9. Concrete and masonry inspection services. (ICBO Certified)
 10. Certified welding inspector for structural steel or welded steel reservoirs. (CWI)
 11. Certified electrical inspector for various electrical improvement projects to include Generator and/or back-up power installation projects. (ICBO, NEC)
 12. Post-Disaster inspections (earthquake, floods, fire, etc.) of facilities in preparation for FEMA grant application submittal.
- b. Prepare reports and/or observations on District supplied forms:
1. Reports shall contain time & date of inspection, number of workmen and/or equipment on site, contractor & all subs on site, all specific inspections performed, discrepancies identified, who was contacted with regards to discrepancies noted, was resolution achieved or not, what additional testing or observations were made, etc.
 2. Take record inspection pictures as required for project continuity and back-up. Log and identify pictures per project and/or task, attach to reports.
 3. Coordinate with other inspection entities (County, City, State, etc.) and have required reports or materials available when requested by those entities.
 4. Coordinate and insure that geotechnical, concrete & asphalt sampling and testing is accomplished when required.

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5. Keep Project Manager and/or Project Engineer advised of project progress and all matters relating to the project.
 6. Maintain daily logs as required in a format acceptable to Project Manager and/or Project Engineer.
- c. Attend Project Meetings, design reviews and specification reviews as requested and required per project assigned.
 - d. Assist in verification of contractor submitted invoices (for material quantities, percentage of work complete and pre- approved additional work).
 - e. Assist in project dispute resolution as required:
 1. Assist Project Manager and/or Project Engineer in Change Order issues. Identify project delay days (weather, labor strikes, material back-order, etc.) and report on daily inspection forms.
 2. Prepare justification for material and/or percent completion determination if different from contractor claims.
 3. Prepare reports, if requested, for contract termination justification of contractors and/or subcontractors.
 4. Be pro-active in identifying potential conflict issues and notify Project Manager and/or Project Engineer as soon as issues are identified.

ARTICLE 4. COMPENSATION

- 4.1 The District shall compensate the Consultant either by a negotiated fee per project that is pre-determined and authorized in advance of such work being performed, or on a time and materials basis based upon Consultant's fee schedule (Attachment A) and as itemized on invoices duly submitted. Each work order shall identify work required, designate the method of compensation and shall be approved by the District. Invoices shall be submitted once monthly on on-going projects or upon satisfactory completion of a work phase.
- 4.2 Consultant shall include in his invoice a description of work accomplished in each individual District separately and itemize the work accomplished to include labor hours per classification of employees performing the work, travel costs, tests performed, incidental costs and reimbursable costs (per fee schedule as shown in Attachment A).
- 4.3 Maximum compensation under this contract shall not exceed \$150,000 per year or \$450,000 in the aggregate for the term of the contract.
- 4.4 Consultant acknowledges that this contract is for on-call services and therefore no work is guaranteed or implied as the Consultant serves at the pleasure of the District.

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ARTICLE 5. RECORDS

All records relating to the Consultant's personnel, sub-consultants, extra services and reimbursable expenses, pertaining to any specific project shall be kept in a generally acceptable accounting format and shall be available to the District upon request. Any projects that are funded from State or Federal sources, documents arising from those projects shall be kept for the minimal time required by those agencies.

ARTICLE 6. DISTRICT RESPONSIBILITIES

The District is responsible to the extent possible in providing the following:

- 6.1 Project Budget and information relating to facility requirements, and project scheduling.
- 6.2 Access to sites for the purpose of gathering or collecting data, performing tests or inspections.
- 6.3 Existing maps, District boundaries, facility plans, operational or previous project reports, blank forms, and any other available documents or items required by Consultant for the satisfactory performance under this agreement.
- 6.4 Notify the Consultant in writing of District procedures required and name the District representative authorized to act in its behalf. The District shall review documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.
- 6.5 Nothing in this Agreement nor any act or failure to act on the part of the District shall be construed as a waiver of claim by the District for any defects or deficiencies in the reports or interpretative conclusions drawn by tests or observations conducted and performed by Consultant. Consultant is responsible to determine the accuracy of all documents used and incorporated into his work.

ARTICLE 7. DOCUMENTS

All plans, reports and other documents prepared by Consultant shall become and remain the property of the District. The Consultant and District shall retain reproducible copies of all documents. Including those documents that may be on electronic media in which case a good copy of one or more disks on either CD-Rom or 3-1/2 inch IBM format disc. Drawings shall be on a format equivalent to a minimum of Auto Cad version 14 and documents shall be either in a rich-text format, or Microsoft Word, and/or Microsoft Excel, version 1997 or later.

ARTICLE 8. TERMS OF CONTRACT

- 8.1 Term of this contract shall be for a three (3) year term from the Board approval date. A contract amendment authorized by the Board and approved by Consultant may extend the contract for up to two (2) additional years in one-year increments. Total contract life shall not exceed five (5) years.
- 8.2 The District reserves and has the right and privilege of canceling, suspending or abandoning the Contract or the execution of any work in connection with this Contract at any time upon written notice to the Consultant. The Consultant may terminate this Contract upon 30 days written notice to the District should the District substantially fail to perform in accordance with its responsibilities.

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- 8.3 In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, photographs and reports prepared by the Consultant shall, at the option of the District, become the property of the District.
- 8.4 In the event of termination, the District shall pay to the Consultant as full payment for all services performed and all expenses incurred under this Contract the sum due and payable, as services actually rendered by the Consultant bear to the total services necessary for full performance of those subsequent tasks. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to completed work, work in progress on testing and/or reports, and preparation of other supporting documents, whether delivered to the District or in possession of Consultant.
- 8.5 If, after payment of the amount required to be paid under Articles 1 and 4 following the termination of the Contract, District should decide to complete the original Project, (or substantially the same Project), District shall have the right of utilization of any original maps, calculations, data, analysis, recommendations or other documents and research data prepared under this Contract by Consultant who shall make them available to District. The District agrees to credit Consultant with such authorship as may be due him, but is not required to renew the Contract or award additional compensation except where provided by law.

Should the District choose to complete the Project and not renew the agreement, or make future modifications to documents as prepared by Consultant, the Consultant shall be indemnified to the fullest extent of the Law. It is understood that some Consultant's recommendations of construction processes that may be presented in reports can only be certified if Consultant physically observes those certain procedures. Without such representation, certifications may not be issued.

ARTICLE 9. INDEMNIFICATION

The Consultant agrees to indemnify, defend and hold harmless the District and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Consultant's negligent acts, errors or omissions and for any costs or expenses incurred by the District on account of any claim therefore, except where such indemnification is prohibited by law.

ARTICLE 10. INSURANCE

Without in anyway affecting the indemnity herein provided and in addition thereto the Consultant shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.

If Consultant has no employees, it may certify or warrant to District that it does not currently have any employees or individuals who are defined as "employees" under the labor code and the requirement for Workers' Compensation coverage will be waived by the Count's Risk Manager.

With respect to Consultants who are non-profit corporations organized under California or Federal Law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the

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Count's Risk manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- **Errors and Omissions Liability Insurance** - Combined single limits of \$1,000,000 for bodily injury and property damage and \$2,000,000 in the aggregate or
- **Professional Liability** - Professional liability insurance with limits of a least \$1,000,000 per claim or occurrence.

Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the District and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Except for the Errors and Omissions Liability and Professional Liability, Consultant shall require the carriers of the above required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, Consultants and subConsultants.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the District.

Proof of Coverage - Consultant shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Consultant shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the District. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

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ARTICLE 11. SUCCESSORS AND ASSIGNS

- 11.1 This Contract shall be binding upon the District and Consultant and their respective successors and assigns.
- 11.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of the District.

ARTICLE 12. NOTICES

Any notice may be served effectually upon the District by delivering it in writing or by telegram, or by depositing it in a United States mail deposit box with the postage thereon fully prepared and addressed to Special Districts Department, 157 West 5th Street, San Bernardino, CA 92415-0450, or any notice may be served effectually by delivering or mailing it addressed to any other place or places the District or Consultant may designate, by written notice served upon the other.

ARTICLE 13. FEDERAL GRANTS, STATE GRANTS, PARTICIPATION

In the event a federal or state grant or other federal or state financing participates in the funding of a Project the Consultant is authorized to work on, the Consultant shall permit access to and grant the right to examine his books covering his work under this Contract. He shall comply with federal and/or state requirements as to work hours, overtime compensation, nondiscrimination, and contingency fees.

ARTICLE 14. NONDISCRIMINATION

In connection with the performance of Consultant pursuant to this Contract, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin. Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, ancestry, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 15. WAIVER

Consultant shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the Contract by Consultant, and the District may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due the District from the Consultant is determined. The waiver by either party or any breach to this Contract shall not constitute a waiver as to any succeeding breach.

ARTICLE 16. REPRESENTATIVES OF COUNTY

The Director of the Special Districts Department of the County of San Bernardino shall represent the District in all matters pertaining to the services to be rendered under this Contract and shall be the final authority in all matters pertaining to the Project.

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ARTICLE 17. ERRORS, OMISSIONS AND/OR CONFLICTS

The Consultant shall be responsible for the integrity of all design, tests, test data, recommendations and reports and should the District suffer damages due to errors, omissions and/or conflicts within the Contract Documents, the Consultant shall be responsible to the District for costs of all such damages caused by acts of negligence on the part of the Consultant. Proof by certified copies of insurance for errors, omissions and conflict coverage is required before commencement of any services. This coverage shall remain in full force for the entire contract period at the amount specified by the Special Districts Department.

ARTICLE 18. FORMER COUNTY OFFICIALS

Consultant agrees to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent the Consultant. The information provided should include a list of former county administrative officials who terminated their county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment with or representation of Consultant. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Employee Classification Group, Management Unit or Safety Management Unit.

ARTICLE 19. INACCURACIES OR MISREPRESENTATION

If during the course of the administration of this agreement, the District determines that the Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, this contract may be immediately terminated. If this contract is terminated according to this provision, the District is entitled to pursue any available legal remedies.

ARTICLE 20. JURY TRIAL

Consultant and District hereby waive their respective right to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Consultant against District, or District against Consultant, on any matter whatsoever arising out of, or in anyway connected with, this Agreement, the relationship of Consultant and District, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect after those procedures provided for in the Public Contract Code Sections 20104, 20104.2 and 20104.4 have been exhausted.

ARTICLE 21. ATTORNEY FEES AND COSTS

If any legal action is instituted to enforce or declare any party's rights hereunder, each party including the prevailing party, must bear its own costs and attorney's fees except as otherwise provided by law. This paragraph shall not apply to those costs and attorney's fees arising directly from any third party legal action against a party hereto and payable under articles 9 and 10, Indemnification and insurance.

ARTICLE 22. IMPROPER CONSIDERATION

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Agreement.

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The COUNTY, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Consultant shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the COUNTY Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

///
//

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors of the County of San Bernardino.

By _____
Deputy

ENA ENGINEERING SERVICES INC.
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name WILSON F. SO
(Print or type name of person signing contract)

Title PRESIDENT
(Print or Type)

Dated: _____

Address 16209 KAMANA RD. STE 100
APPLE VALLEY, CA. 92307

Approved as to Legal Form
►
County Counsel
Date _____

Reviewed by Contract Compliance
►
Date _____

Reviewed for Processing
►
Agency Administrator/CAO
Date _____

Auditor/Controller-Recorder Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By